

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re

Case No. _____
Amended

Debtor

**NOTICE OF MOTION AND CHAPTER 13
DEBTOR'S MOTION TO BUY, SELL, OR
ENCUMBER INTEREST IN PROPERTY**

NOTICE

1. YOU ARE NOTIFIED that the motion below was filed by the debtor to *[check all that apply]*:
 - Buy property
 - Sell property
 - Encumber property (including refinance of property and loan modification)
2. If you wish to object to the motion, you must, within 21 days after the service date in paragraph 5 below, file with the clerk at 1050 SW 6th Ave. #700, Portland OR 97204 or 405 E 8th Ave. #2600, Eugene OR 97401 a written objection stating the specific facts upon which the objection is based, and include a certificate of service of the objection on the movant.
3. **Failure to Object.** If you fail to file a timely objection, then the court may sign an order without further notice, submitted by the moving party on Local Bankruptcy Form 1301.5, granting the relief requested in the motion.
4. This document constitutes the notice required by Local Bankruptcy Rule 2002-1.
5. I certify that on _____ this document was:
 - a. served under Federal Rule of Bankruptcy Procedures (FRBP) 7004, on the debtor, chapter 13 trustee, U.S. trustee, each holder of liens or encumbrances on the property, and their attorneys; and
 - b. was sent, pursuant to FRBP 2002(a), to all creditors and all parties as listed in the court's records that were obtained on _____, a copy of which is attached to the document filed with the court.
6. For further information, contact *[enter name and contact information of debtor's attorney, or, if no debtor's attorney, debtor]*:

Date

Signature & Relation to Movant

Debtor's Address & Last 4 Digits of Taxpayer ID#

MOTION

Information About the Property

[Movant must complete this entire section]

1. **Description of the Property** *[for example, real property address; car model, year, and VIN; or manufacturer and serial number]:*

Is the property the debtor's primary residence? Yes No

Additional property description attached? Yes No

2. **Description of Existing Liens and Encumbrances on the Property, Listed in Priority Order** *[for property debtor is purchasing, do not include liens and encumbrances of the existing owner that will be satisfied at the closing of the purchase]:*

Name of Holder	Approximate Amount	Interest Rate	Maturity Date	Proposed Treatment (fully paid, partially paid, or not paid)

Additional information on existing liens and encumbrances attached? Yes No

Relief Requested

[Movant must complete each applicable part of this section; inapplicable parts of this section may be left blank.]

3. **Motion to Approve Purchase of Property.** Debtor hereby moves for the authority to purchase the property described in paragraph 1 of this motion. In support of this motion, debtor provides the following information--

Name of seller:

Relationship of seller to debtor:

Purchase price: \$

Anticipated closing date:

Other relevant terms of purchase:

Source of funds for purchase:

4. **Motion to Approve Sale of Property.** Debtor hereby moves for the authority to sell the property described in paragraph 1 of this motion. In support of this motion, debtor provides the following information--

Name of buyer:

Relationship of buyer to debtor:

Sale price: \$

Anticipated closing date:

Other relevant terms of sale:

Anticipated net proceeds:

Disposition of anticipated net proceeds (other than payment of liens and encumbrances described in paragraph 2 of this motion):

5. **Motion to Approve Encumbrance of Property** (including refinance of property and loan modification). Debtor hereby moves for the authority to encumber the property described in paragraph 1 of this motion. In support of this motion, debtor provides the following information—

Encumbrance type: New Loan Refinance Loan Modification

Name of lender:

Relationship of lender to debtor:

Principal amount of loan: \$

Interest rate:

Loan term/maturity date:

Payment amount and terms [*for example, monthly, interest only with balloon or fully amortizing, payable only after prior debt*]:

Closing costs:

Lien position [*senior lien, second position lien, etc.*]:

Amount of cash debtor will receive from refinance: \$0 \$

Use of any cash debtor receives:

If this is a refinance or loan modification, explain how the new terms compare with the prior terms:

Points and Authorities

[Movant must complete this entire section]

6. **Basis for Relief.** Debtor asserts that the court should grant the relief requested because:

7. **Chapter 13 Trustee Position on this Motion.** Debtor or debtor's counsel has conferred with the chapter 13 trustee, and the trustee:

Consents to this motion

Opposes this motion

Takes no position on this motion

Other:

8. **Plan**

- a. Does the chapter 13 plan contemplate the relief requested herein? Yes No
- b. Effect on Plan or Plan Payments. Check all that apply:

Satisfies an arrearage or other secured debt being paid in the plan. Debtor anticipates an increased or a reduced housing expense of \$_____ compared to the amount listed in the most recently filed Schedule J. Net proceeds will be used to complete debtor's obligations under the plan.

Net proceeds will be used to pay all creditors in full.

Other:

9. Exhibits

In support of this motion, debtor hereby attaches the following exhibits [*for example, purchase and sale agreement, note, deed of trust, preliminary title report, estimated closing statement*]:

None

Exhibits:

Exhibit Number [for example, Exhibit B]	Exhibit Description [for example, purchase and sale agreement, note, deed of trust, preliminary title report, estimated closing statement]

10. Declarations

In support of this motion, debtor hereby attaches the following declarations:

None

Declarant names:

Date

Signature & Relation to Movant

Debtor's Address & Last 4 Digits of Taxpayer ID#

Extension of Number 2

Portfolio Recovery Associates, Amount: \$1487, 9% interest, Fully Paid

Exhibit 1

**LOT 207, BLOCK 4, THIRD ADDITION TO STERLING VIEW ESTATES, AS PLATTED
AND RECORDED IN FILE 75, SLIDES 318 AND 319, LANE COUNTY OREGON PLAT
RECORDS, IN LANE COUNTY, OREGON.**

Village Capital & Investment LLC

2550 Paseo Verde Parkway, Suite 100 · Henderson, NV 89074

Save this Loan Estimate to compare with your Closing Disclosure.

Loan Estimate

DATE ISSUED 2/21/2023
APPLICANTS John Dowell II
 2316 Dale Avenue
 Eugene, OR 97408
PROPERTY 2316 DALE AVE
 EUGENE, OR 97408

LOAN TERM 30 years
PURPOSE Refinance
PRODUCT Fixed Rate
LOAN TYPE ☐ Conventional ☐ FHA ☒ VA ☐ _____
LOAN ID # 47023021627
RATE LOCK ☒ NO ☐ YES, until
Before closing, your interest rate, points, and lender credits can change unless you lock the interest rate. All other estimated closing costs expire on 3/8/2023 at 5:00 PM PST

EST. PROP. VALUE \$505,700

Loan Terms		Can this amount increase after closing?
Loan Amount	\$300,440	NO
Interest Rate	5.875 %	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$1,777.22	NO
Prepayment Penalty		Does the loan have these features? NO
Balloon Payment		NO

Projected Payments		
Payment Calculation	Years 1-30	
Principal & Interest		\$1,777.22
Mortgage Insurance	+	0
Estimated Escrow <i>Amount can increase over time</i>	+	477
Estimated Total Monthly Payment		\$2,254
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i>	\$477 Monthly	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i>
		In escrow? YES YES

Costs at Closing	
Estimated Closing Costs	\$23,528 Includes \$19,201 in Loan Costs + \$4,327 in Other Costs - \$0 in Lender Credits. <i>See page 2 for details.</i>
Estimated Cash to Close	\$115,663 Includes Closing Costs. <i>See Calculating Cash to Close on page 2 for details.</i> <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower

Visit www.consumerfinance.gov/mortgage-estimate for general information and tools.

Closing Cost Details

Loan Costs

A. Origination Charges	\$5,269
1.376 % of Loan Amount (Points)	\$4,134
Underwriting Fees	\$1,135

B. Services You Cannot Shop For

Appraisal Fee	\$825
Credit Report	\$79
Flood Certification	\$12
MERS(R) Registration Fee	\$25
Pest Inspection Fee	\$250
Reinspection Fee	\$200
VA Funding Fee	\$10,440

C. Services You Can Shop For

Title - Courier Fee	\$85
Title - Lender's Title Insurance	\$1,251
Title - Settlement Fee	\$665
Title - Title Endorsement Fee	\$100

D. TOTAL LOAN COSTS (A + B + C)

Other Costs

E. Taxes and Other Government Fees

Recording Fees and Other Taxes	\$232
Transfer Taxes	

F. Prepaids

Homeowner's Insurance Premium (12 months)	\$765
Mortgage Insurance Premium (months)	
Prepaid Interest (\$48.3585 per day for 15 days @5.875 %)	\$725
Property Taxes (months)	

G. Initial Escrow Payment at Closing

Homeowner's Insurance	\$63.75 per month for 2 mo.	\$128
Mortgage Insurance	per month for mo.	
Property Taxes	\$412.89 per month for 6 mo.	\$2,477

H. Other

I. TOTAL OTHER COSTS (E + F + G + H)

J. TOTAL CLOSING COSTS

D + I	\$23,528
Lender Credits	

Calculating Cash to Close

Loan Amount	\$300,440
Total Closing Costs (J)	-\$23,528
Estimated Total Payoffs and Payments	-\$161,249

Estimated Cash to Close ☐ From ☒ To Borrower **\$115,663**

Estimated Closing Costs Financed (Paid from your Loan Amount)	\$23,528
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Additional Information About This Loan

LENDER Village Capital & Investment LLC
NMLS/ OR LICENSE ID 3317 / ML-5216
LOAN OFFICER Benjamin Joseph Knudson
NMLS/ OR LICENSE ID 187272
EMAIL beknudson@villagecapital.com
PHONE 888-384-5774

MORTGAGE BROKER Low VA Rates, LLC
NMLS/ UT LICENSE ID / 35368
LOAN OFFICER Jennifer Shari Lynn Shebilske
NMLS/ UT LICENSE ID 35368 / 35368
EMAIL Jennifer.Shebilske@lowvarates.
PHONE

Comparisons	Use these measures to compare this loan with other loans.
In 5 Years	\$126,560 Total you will have paid in principal, interest, mortgage insurance, and loan costs. \$21,303 Principal you will have paid off.
Annual Percentage Rate (APR)	5.878 % Your costs over the loan term expressed as a rate. This is not your interest rate.
Total Interest Percentage (TIP)	113.194 % The total amount of interest that you will pay over the loan term as a percentage of your loan amount.

Other Considerations	
Appraisal	We may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost.
Assumption	If you sell or transfer this property to another person, we <input checked="" type="checkbox"/> will allow, under certain conditions, this person to assume this loan on the original terms. <input type="checkbox"/> will not allow assumption of this loan on the original terms.
Homeowner's Insurance	This loan requires homeowner's insurance on the property, which you may obtain from a company of your choice that we find acceptable.
Late Payment	If your payment is more than <i>15</i> days late, we will charge a late fee of <i>4% of any installment</i> .
Liability after Foreclosure	Taking this loan could end any state law protection you may currently have against liability for unpaid debt if your lender forecloses on your home. If you lose this protection, you may have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
Loan Acceptance	You do not have to accept this loan because you have received this form or signed a loan application.
Refinance	Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.
Servicing	We intend <input checked="" type="checkbox"/> to service your loan. If so, you will make your payments to us. <input type="checkbox"/> to transfer servicing of your loan.

Addendum to the Loan Estimate

LOAN ID # 47023021627

EMAIL Jennifer.Shebilske@lowvarates.com

2550 Paseo Verde Parkway, Suite 100 · Henderson, NV 89074

Loan Estimate

DATE ISSUED	2/21/2023
APPLICANTS	John Dowell II 2316 Dale Avenue Eugene, OR 97408
PROPERTY	2316 DALE AVE EUGENE, OR 97408

EST. PROP. VALUE \$505,700

LOAN TERM 30 years
PURPOSE Refinance
PRODUCT Fixed Rate
LOAN TYPE ☐ Conventional ☐ FHA ☒ VA ☐ _____
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LENDER Village Capital & Investment LLC
NMLS/ OR LICENSE ID 3317 / ML-5216
LOAN OFFICER Benjamin Joseph Knudson
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Total Interest Percentage (TIP)	113.194 % The total amount of interest that you will pay over the loan term as a percentage of your loan amount.

Other Considerations	
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Servicing	We intend <input checked="" type="checkbox"/> to service your loan. If so, you will make your payments to us. <input type="checkbox"/> to transfer servicing of your loan.

Addendum to the Loan Estimate

LOAN ID # 47023021627

EMAIL Jennifer.Shebilske@lowvarates.com

Acknowledgement of Receipt of Loan Estimate

Borrower(s): **John Dowell II**

Loan Number: **47023021627**

Property Address: **2316 DALE AVE
EUGENE, OR 97408**

Lender/Broker: **Village Capital & Investment LLC**

Loan Originator: **Jennifer Shari Lynn Shebilske**

NMLS #: **3317**

License #: **35368**
NMLS #: **35368**

The undersigned applicants hereby acknowledge receiving a Loan Estimate from **Village Capital & Investment LLC**.

Signing this acknowledgement does not constitute an obligation on your part to proceed with the transaction offered in the Loan Estimate. The Loan Estimate as provided to you expires on **March 8, 2023**, unless you contact us by **March 8, 2023**, indicating your intention to proceed with the transaction.

Read and Acknowledged on the date indicated below.

JOHN DOWELL II

DATE





PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Western Title & Escrow Company hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Old Republic National Title Insurance Company, a/an Florida corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

A handwritten signature in black ink, appearing to read "Alan Burton", written over a horizontal line.

Alan Burton



497 Oakway Road, Suite 340, Eugene, OR 97401
(541)485-3588 FAX (541)485-3597

PRELIMINARY REPORT

TITLE OFFICER: Karla A. Bolden
Email: titleofficersupport@westerntitle.com

ORDER NO.: WT0248436
CUSTOMER NO.: 581140AM
LENDER REF.: 47023021627

TO: Nations Lending Services
9001 W 67th Street
Merriam, KS 66202

BUYER/BORROWER: John Dowell

PROPERTY ADDRESS: 2316 Dale Avenue, Eugene, OR 97408

EFFECTIVE DATE: February 21, 2023, 05:00 PM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	<u>AMOUNT</u>	<u>PREMIUM</u>
ALTA Loan Policy 2021	\$ 300,440.00	\$ 1,238.00
Extended Lender's		
Proposed Insured: Village Capital & Investment, LLC, ISAOA		
OTIRO 209.10-06 - Restrictions, Encroachments, Minerals - Current Violations (ALTA 9.10-06)		\$ 100.00
OTIRO 222-06 - Location (ALTA 22-06)		\$ 0.00
OTIRO 208.1 - Environmental Protection Lien (ALTA 8.1 - 2021)		\$ 0.00
Government Lien Search		\$ 10.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

Fee Simple

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

John T. Dowell, II

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF LANE, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

Lot 207, Block 4, THIRD ADDITION TO STERLING VIEW ESTATES, as platted and recorded in File 75, Slides 318 and 319, Lane County Oregon Plat Records, in Lane County, Oregon.

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims, which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, which are not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the subject Land), encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Mountain States Power Company
Recording Date: May 10, 1946
Recording No: 11431, Book 319, Page 480

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: City of Eugene
Recording Date: November 21, 1984
Recording No: 84-44851

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: City of Eugene
Recording Date: August 1, 1985
Recording No: 85-27021

9. Notice of Site Review Agreement, including the terms and provisions thereof,

Recording Date: February 1, 1993
Recording No.: 93-06348

10. Notice of Site Review Sub-district, including the terms and provisions thereof,

Recording Date: November 1, 1993
Recording No.: 93-70157

11. Easements, conditions, restrictions and notes as delineated on the recorded plat.

12. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$208,000.00
Dated: March 28, 2007
Trustor/Grantor: John T. Dowell, II
Trustee: Cascade Title & Escrow Co.
Beneficiary: Mortgage Electronic Registration Systems, Inc. acting solely as nominee
for Frontier Investment Co. dba Rainland Mortgage Company
Loan No.: S07-04468 / MIN 1001142-0000028399-1
Recording Date: April 3, 2007
Recording No.: 2007-021999

An assignment of the beneficial interest under said deed of trust which names:

Assignee: Specialized Loan Servicing, LLC
Recording Date: December 26, 2017
Recording No.: 2017-063026

A substitution of trustee under said deed of trust which names, as the substituted trustee, the following

Trustee: Quality Loan Service Corporation of Washington
Recording Date: October 14, 2019
Recording No: 2019-046140

An assignment of the beneficial interest under said deed of trust which names:

Assignee: U.S. Bank Trust National Association as Trustee of the Lodge Series IV Trust
Recording Date: April 3, 2020
Recording No.: 2020-016364

An assignment of the beneficial interest under said deed of trust which names:

Assignee: U.S. Bank Trust National Association as Trustee of Dwelling Series IV Trust
Recording Date: December 15, 2020
Recording No.: 2020-073594

13. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$175,500.00
Dated: March 27, 2008
Trustor/Grantor: John T. Dowell, II
Trustee: Lawyers Title Insurance Corporation, a Virginia Corporation
Beneficiary: Butler Capital Corporation
Recording Date: April 15, 2008
Recording No.: 2008-020994

14. A judgment, for the amount shown below, and any other amounts due:

Amount: \$7,856.93
 Debtor: Jennifer Grace Dowell and John Dowell
 Creditor: Ray Klein Inc. dba Professional Credit Service
 Date entered: May 15, 2014
 County: Lane
 Court: Circuit
 Case No.: 12 14 01922

15. A judgment, for the amount shown below, and any other amounts due:

Amount: \$1,486.61
 Debtor: John T. Dowell
 Creditor: Portfolio Recovery Associates, LLC
 Date entered: November 1, 2016
 County: Lane
 Court: Circuit
 Case No.: 16 CV 23190

16. A judgment, for the amount shown below, and any other amounts due:

Amount: \$1,020.96
 Debtor: John Dowell II
 Creditor: Cavalry SPV I, as assignee of Capital One, N.A.
 Date entered: June 14, 2017
 County: Lane
 Court: Circuit
 Case No.: 17 CV 11066

17. A state tax lien for the amount shown and any other amounts due,

State Identification No.: L0735258944
 Filed by: Oregon Department of Revenue
 Taxpayer: John T. Dowell II
 Amount: \$2,997.68
 Recording Date: October 16, 2019
 Recording No: 2019-046981

18. Any matters arising out of or by virtue of that certain bankruptcy case:

Name of Debtor: John Thomas Dowell, II and Jennifer Grace Dowell
 Date of Filing: February 22, 2020
 U. S. District Court: Eugene
 State: Oregon
 Case No.: 20-60480
 Chapter: 13
 Attorney: Tomas Butcher
 Name of Trustee: US Trustee, Eugene - Naliko Markel

ADDITIONAL REQUIREMENTS/NOTES:

- A. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, processing, manufacture, sale, dispensing or use of marijuana and psilocybin, the Company is not able to close or insure any transaction involving Land associated with these activities.

B. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final ALTA Policy unless removed prior to issuance.

C. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2022-2023
Amount: \$5,390.57
Levy Code: 00400
Account No.: 1560323
Map No.: 17-03-08-43-06407

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

D. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

E. If requested to issue an extended coverage ALTA loan policy, the following matters must be addressed:

- a) The rights of tenants holding under unrecorded leases or tenancies
- b) Matters disclosed by a statement as to parties in possession and as to any construction, alterations or repairs to the Land within the last 75 days. The Company must be notified in the event that any funds are to be used for construction, alterations or repairs.
- c) Any facts which would be disclosed by an accurate survey of the Land

F. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.

G. Note: No utility search has been made or will be made for water, sewer or storm drainage charges unless the City/Service District claims them as liens (i.e. foreclosable) and reflects them on its lien docket as of the date of closing. Buyers should check with the appropriate city bureau or water service district and obtain a billing cutoff. Such charges must be adjusted outside of escrow.

H. Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

I. Note: Recording charge per document for:
Lane County - \$87.00 for the first page, \$5.00 for each additional page

E-recording fee is an additional \$5.00 per document

Send Recording Packages to:
Western Title & Escrow Company
Attention: Recording
497 Oakway Road, Suite 340
Eugene, OR 97401
Email: lanerecording@westerntitle.com

EXHIBIT ONE
2021 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (07-01-2021)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not known to the Company, not recorded in the Public Records at the Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any reason not stated in the Covered Risk 13.b
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2021 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (07-01-2021)
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection;
 - b. any governmental forfeiture, police, regulatory, or national security power
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed or agreed to by the Insured Claimant;
 - b. not known to the Company, not recorded in the Public Records at the Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;

- d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer, or
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

EXHIBIT ONE

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;
 - not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with the applicable doing-business laws of the state where the Land is situated.
 - Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 - Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
 - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;

- not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
 - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>



And its Agents
Privacy Policy Notice
PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Old Republic National Title Insurance Company**.

We may collect nonpublic personal information about you from the following sources:

Information we receive from you such as on applications or other forms.

Information about your transactions we secure from our files, or from others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

Non-financial companies such as envelope stuffers and other fulfillment service providers.

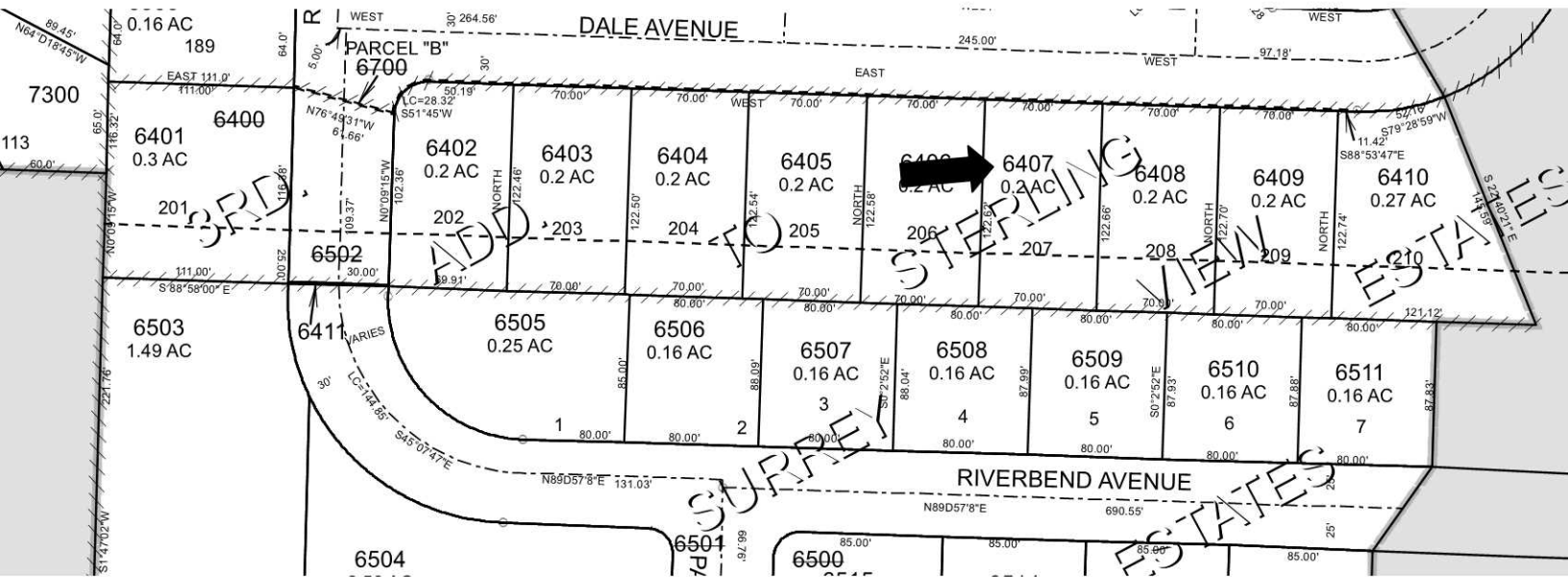
WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



Western Title & Escrow

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



FOR ASSESSMENT AND
TAXATION ONLY

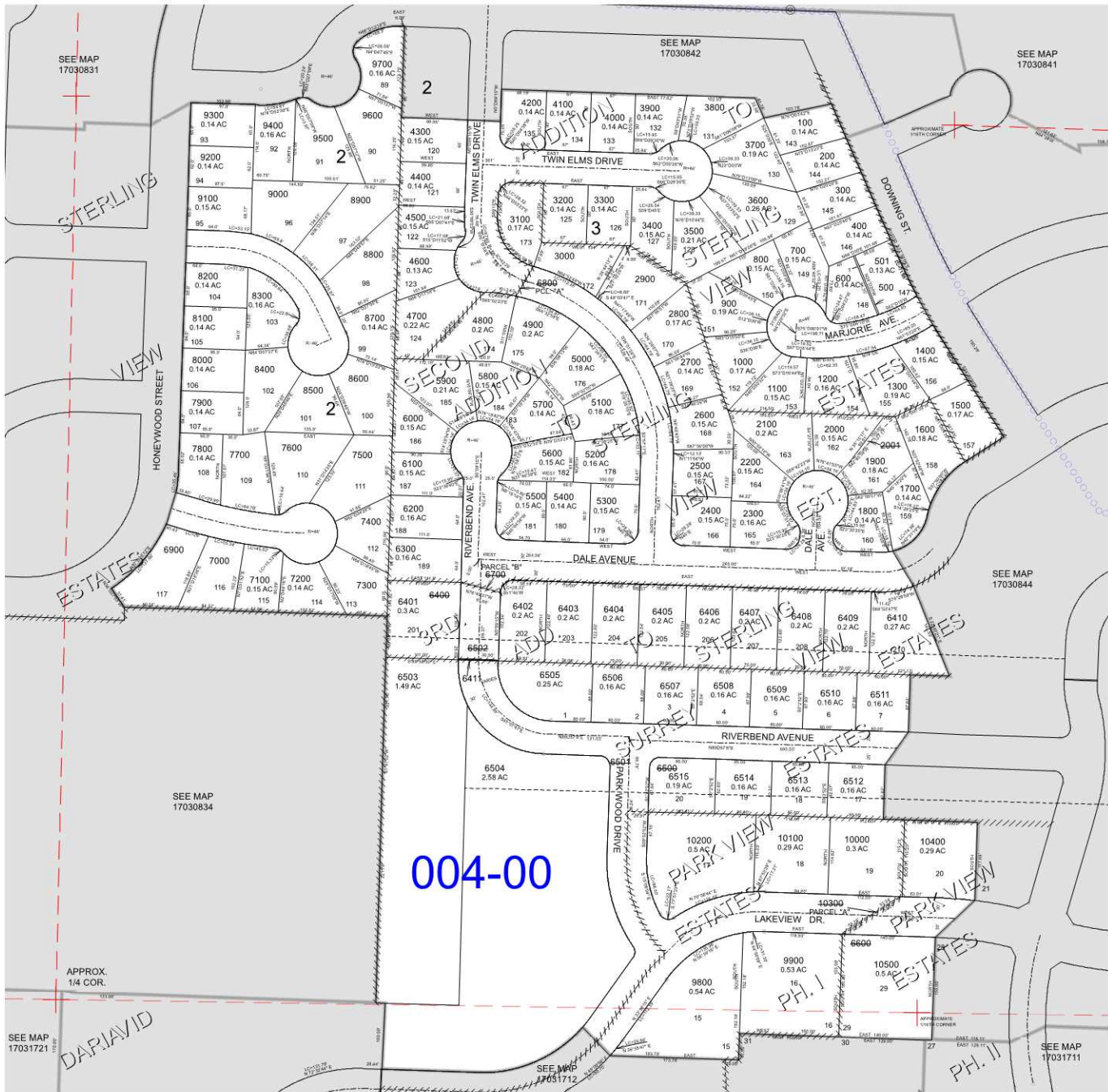
S.W.1/4 S.E.1/4 SEC. 8 T.17S. R.3W. W.M.
Lane County
1" = 100'

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REVISIONS
02/16/2011 - LCAT174 - CONVERT MAP TO GIS
11/08/2018 - LCAT148 - CANG TL 2001 INTO TL 1903

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